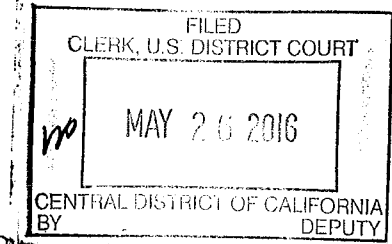


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NOTE CHANGES MADE BY THE COURT.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

SHANE MICHAEL, ET AL.,
Plaintiffs,

v.

THE HONEST COMPANY, INC.,
Defendant.

Case No. 2:15-cv-07059-JAK-AGR

(Consolidated with Case No. LA
CV15-09091 JAK (AGRx))

DISCOVERY MATTER

**STIPULATION AND [PROPOSED]
PROTECTIVE ORDER**

NOTE CHANGES MADE BY THE COURT.

1 WHEREAS Plaintiffs Shane Michael, Jonathan Rubin, Dreama Hembree and
2 Ethel Lung (collectively "Plaintiffs") and Defendant The Honest Company, Inc.
3 ("Defendant") (collectively, the "Parties" or singularly "Party") are parties to the
4 above-referenced consolidated, putative class action (collectively, the "Action").

5 WHEREAS discovery in the Action may involve the disclosure of certain
6 documents, things, and information in the possession, custody, or control of
7 Plaintiffs, Defendants, or nonparties, which constitute or contain trade secrets or
8 other confidential proprietary, commercial, private or sensitive information.

9 WHEREAS such confidential information must be protected in order to
10 preserve the legitimate business interests and the personal privacy of the Parties or
11 non-parties.

12 WHEREAS, the Parties acknowledge that this stipulation (and if approved,
13 Order), does not confer blanket protections on all disclosures or responses to
14 discovery but that the protection it affords only extends to documents and other
15 information or items that are either entitled, under the applicable legal principles, to
16 confidential treatment, or, if not entitled to confidential treatment, are subject to the
17 Parties' agreement to treat such information or items as confidential, so long as
18 such agreement does not affect this Court's proceedings, including the mode of
19 introduction of evidence at evidentiary proceedings.

20 WHEREAS, the Parties further acknowledge that this stipulation (and if
21 approved, Order), does not create entitlement to file confidential information under
22 seal.

23 WHEREAS, the Parties believe good cause exists for approving the
24 stipulation because it seeks to protect the confidentiality of materials exchanged
25 throughout the Action between the parties that may contain trade secret or other
26 confidential research, technical, cost, price marketing, ingredient compositions, or
27 commercial information, or other information that may be protected from public
28 disclosure by a person's right to privacy.

1 WHEREAS the Parties have, through counsel, stipulated to the entry of this
2 Protective Order for the purpose of advancing the progress of the Action and to
3 prevent unnecessary dissemination or disclosure of such confidential information.

4 WHEREAS the Parties have established good cause for entry of this
5 Protective Order.

6 THEREFORE, for good cause shown, pursuant to Rule 26(c) of the Federal
7 Rules of Civil Procedure, all discovery and other materials exchanged by the Parties
8 or non-parties, or filed with the Court, in the Action shall be provided subject to the
9 following conditions:

10 **1. Scope.** The following terms, conditions, procedures, and restrictions
11 govern with respect to documents, electronic data, and any other forms of
12 information produced or voluntarily exchanged in the Action by any Party or non-
13 parties ("Third Parties" or singularly, "Third Party"), including any "Writings" (as
14 that term is defined in Rule 1001 of the Federal Rules of Evidence); all discovery
15 contemplated by Rules 26–36 of Federal Rules of Civil Procedure, including
16 responses to all written discovery requests and demands, deposition testimony and
17 exhibits, however recorded; and any other written, recorded, or graphic matters
18 ("Protected Material").

19 **2. Protected Material.** Protected Material designated under this
20 stipulation and Protective Order shall include, without limitation: (a) all copies,
21 extracts, and complete or partial summaries prepared from such documents, things,
22 or information so designated; (b) portions of deposition transcripts and exhibits
23 thereto that contain, summarize, or reflect the content of any such documents,
24 things, or information; (c) portions of briefs, memoranda, or any other writings
25 filed with the Court and exhibits thereto that contain, summarize, or reflect the
26 content of any such documents, things, or information; and (d) deposition testimony
27 designated in accordance with this Protective Order.

28

1 **3. Designations.** It shall be the duty of the Party (“Producing Party”) to
2 give notice of the Protected Material that it produces in disclosures or in responses
3 to discovery to be covered by this Protective Order. A Party with an interest, other
4 than the Producing Party (“Interested Party”), in the confidentiality of the material
5 to be produced or already produced because either (a) the material contains the
6 Party’s trade secrets or other confidential research, development, commercial, or
7 personal information, or (b) the material contains information provided to that Party
8 by a Third Party pursuant to an agreement with the Third Party that the Party would
9 maintain the confidentiality of the information, may also give notice that the
10 material is Protected Material covered by this Protective Order. (Producing Party
11 and Interested Party shall be collectively referred to as “Designating Party”).

12 **4. Obligations:** The duty of the Party or Parties receiving the Protected
13 Material (“Receiving Party”) and of all other persons bound by this Protective
14 Order to maintain the confidentiality of Protected Material so designated shall
15 commence with such notice. Protected Material shall be designated by the
16 Designating Party, subject to the provisions of this Order, with one of the following
17 designations:

18 a. “CONFIDENTIAL”; or

19 b. “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY.”

20 The attorneys of record shall exercise all reasonable care to control, consistent with
21 this Protective Order, duplication of, access to, and distribution of copies of
22 Protected Material.

23 **5. CONFIDENTIAL Designation:** A Designating Party may designate
24 Protected Material as “CONFIDENTIAL” if such material constitutes or discloses
25 or relates to processes, operations, research, technical or developmental
26 information, production, marketing, sales, financial, or other proprietary data,
27 confidential or sensitive personal information, or non-public information of
28 commercial value.

1 **6. HIGHLY CONFIDENTIAL Designation:** A Designating Party may
2 designate Protected Material as “HIGHLY CONFIDENTIAL – ATTORNEY’S
3 EYES ONLY” if such material constitutes or contains, in whole or in part,
4 information which (a) the Designating Party reasonably believes will harm its
5 competitive position if the information becomes known to a party other than the
6 Designating Party; (b) relates to future product or service offerings; or (c) includes
7 or incorporates sensitive financial or customer information, including, but not
8 limited to, sales and revenue information, or the identification of actual or potential
9 customers or retail partners, the disclosure of which the Designating Party believes
10 will harm its competitive position if it becomes known to a party other than the
11 Designating Party.

12 **7. Good-Faith Designations:** Each Party agrees that designation of
13 Protected Material and responses to requests to permit further disclosure of
14 Protected Material shall be made in good faith and not (a) to impose burden or
15 delay on an opposing Party, or (b) for tactical or other advantage in litigation.

16 **8. Designating Written Materials:** Each page of any material the
17 Designating Party wishes to designate as Protected Material must be labeled with
18 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S
19 EYES ONLY,” as appropriate, at the time the material, or a copy thereof, is
20 provided to the Receiving Party. In the case of material contained in or on media
21 other than paper (e.g., natively produced documents), the Designating Party shall
22 affix such a label to the production media, appropriately title the file name, or
23 otherwise use its best efforts to identify the material as Protected Material. With
24 respect to material produced by another Party, a Designating Party may give notice
25 to all other Parties in the Action, in writing, that the material is Protected Material
26 covered by this Protective Order.

27 **9. Inadvertent Failure to Designate:** The failure by a Designating Party
28 to designate specific documents or materials as Protected Material shall not, by

1 itself, be deemed a waiver in whole or in part of a claim of confidentiality as to
2 such documents or materials. Upon written notice to the Receiving Party of such
3 failure to designate, or of incorrect designation, the Receiving Party shall cooperate
4 to retrieve disseminated copies, and restore the confidentiality of the information
5 that was inadvertently disclosed beyond those persons authorized to review such
6 information pursuant to Paragraphs 13-14, and shall thereafter take reasonable steps
7 to ensure that the Protected Material is treated in accordance with the designation.
8 No person or Party shall incur any liability hereunder with respect to disclosure that
9 occurred prior to the receipt of written notice of the mistaken designation.

10 **10. Designating Deposition Testimony:** Counsel for the Designating
11 Party may identify certain portions of a deposition transcript and/or exhibits as
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES
13 ONLY” either by (a) so stating on the record during the deposition, or (b) providing
14 written notice to counsel for the Receiving Party within fourteen (14) calendar days
15 from the day the Designating Party received the final deposition transcript from the
16 court reporter.¹ Deposition exhibits previously designated as containing Protected
17 Material do not need to be re-designated to retain their protection under this
18 Protective Order.

19 **a.** At any deposition session, when counsel for a Designating Party
20 deems that the answer to a question will result in the disclosure of Protected
21 Material, counsel shall have the option, in lieu of or in addition to taking other steps
22 available under the Federal Rules of Civil Procedure, to direct that the testimony
23 shall be treated in accordance with a designation under Paragraph 4 of this
24 Protective Order. Counsel for the Designating Party whose Protected Material is
25

26 ¹ During the fourteen day period following receipt by the Designating Party of the
27 final deposition transcript, before the deadline to designate the portion(s) of the
28 transcript containing Protected Material, the transcript shall be treated as containing
HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY information unless
otherwise agreed-to in writing or on the record at the deposition by the Parties.

1 involved may also request that all persons other than the witness and individuals
2 who may have access to such Protected Material under the appropriate designation
3 in Paragraph 4 of this Order, leave the deposition room during the confidential
4 portion of the deposition.

5 b. Deposition transcripts containing Protected Material shall be
6 prominently marked on the front page with a statement that provides "THIS
7 DEPOSITION TRANSCRIPT CONTAINS [*insert appropriate designation under*
8 *Paragraph 4 of this Order*] THAT IS SUBJECT TO A PROTECTIVE ORDER."
9 Deponents may review their own transcript in its entirety, including any portions of
10 the transcript designated pursuant to Paragraph 4 of this Order, to ensure that it is
11 accurate and complete. In all other instances, only those individuals authorized
12 under Paragraphs 13-14 will be provided with access to any portions of deposition
13 transcripts or exhibits designated pursuant to Paragraph 4 of this Order.
14 Notwithstanding the foregoing, no deponent (other than individuals who may have
15 access to the same material under this Order) may *retain or copy* any portion of the
16 transcript of the deposition that contains the designated material without permission
17 of the Designating Party.

18 11. Provided that they are made aware of this Protective Order, any court
19 reporters who transcribe testimony in this Action at a deposition shall treat all
20 Protected Material as confidential and will not disclose Protected Materials except
21 as provided under this Order.

22 12. **Permissible Uses of Protected Material Generally:** Each Party and
23 all other persons bound by the terms of this Protective Order shall use any material
24 designated as Protected Material by a Designating Party other than itself only for
25 the purpose of this Action (including any appeal), and not for any other purpose,
26 including business, governmental, commercial, administrative, or judicial
27 proceedings. No person subject to this Protective Order may disclose, in public or
28 private, any designated Protected Material designated by a Party or Third Party

1 other than itself, except as provided for in this Protective Order or as further
2 ordered by the Court. However, nothing contained herein shall preclude a
3 Designating Party from voluntarily waiving any provision in this Order with respect
4 to any designated Protected Material without further order of the Court.

5 **13. Permissible Disclosures of CONFIDENTIAL Material:** Only the
6 following persons shall have access to or retain material designated as
7 “CONFIDENTIAL” pursuant to Paragraph 4 of this Protective Order:

8 a. the Court and its official personnel involved in this Action, court
9 reporters (in court and in depositions), persons operating video recording equipment
10 at depositions, and any special master appointed by the Court;

11 b. the Parties in this Action and their respective employees,
12 officers, directors, and executives;

13 c. Counsel for the Parties in this Action. For the purposes of this
14 Protective Order, “Counsel” means in-house counsel and attorneys for the law firms
15 retained by the Parties whose attorneys have made notices of appearance in this
16 Action, including partners, associates, staff attorneys, paralegals, secretaries,
17 paralegal assistants and employees of such attorneys in connection with work on
18 this Action;

19 d. Litigation support personnel retained by Counsel to assist in the
20 preparation and/or litigation of the Action, including contract attorneys or outside
21 copying service vendors or electronic document management vendors;

22 e. During a deposition of such person: any person who was an
23 author of the Protected Material, who was involved in the preparation of such
24 material, who received or reviewed such material for purposes other than this
25 Action, or who has been alleged to have received or reviewed such material for
26 purposes other than this Action provided that such person may not retain the
27 Protected Material after the deposition;

28

1 f. Outside experts and consultants retained by the Receiving
2 Party's Counsel to assist in this Action (as well as the experts' or consultants' staff
3 whose duties and responsibilities require access to such materials), provided that
4 the procedure and requirements described in Paragraph 15 below are followed; and

5 g. Persons whom the Parties (including the Designating Party)
6 agree in writing or on the record at a deposition may be shown "CONFIDENTIAL"
7 material, provided that such person has executed the Confidentiality Undertaking
8 (in the form attached hereto as Exhibit A).

9 **14. Permissible Disclosures of HIGHLY CONFIDENTIAL Material:**
10 Only the following persons shall have access to or retain material designated as
11 "HIGHLY CONFIDENTIAL – ATTORNEY'S EYES ONLY":

- 12 a. persons listed in Paragraph 13(a), (c), (d) and (e) above;
13 b. provided that the procedure and requirements described in
14 Paragraph 15 below are followed, persons listed in paragraph 13(f) above; and;
15 c. persons whom the Parties (including the Designating Party)
16 agree in writing or on the record at a deposition may be shown "HIGHLY
17 CONFIDENTIAL – ATTORNEY'S EYES ONLY" material, provided that such
18 person has executed the Confidentiality Undertaking (in the form attached hereto as
19 Exhibit A).

20 **15. Disclosure to Experts or Consultants:** Counsel for a Receiving Party
21 may not disclose material designated as Protected Material designated
22 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEY'S EYES
23 ONLY" to any outside expert or consultant, whether or not such expert has been
24 designated to provide testimony pursuant to FED. R. CIV. P. 26(a)(2), except in
25 accordance with this paragraph.

- 26 a. Persons receiving Protected Material subject to this Paragraph
27 15 must first execute the Confidentiality Undertaking (in the form attached hereto
28 as Exhibit A). Counsel for the Receiving Party must provide all such executed

1 Confidentiality Undertakings to counsel for the Designating Party concurrently
2 with the certification of compliance regarding the destruction or return of Protected
3 Material at the termination of the Action (*see infra* paragraph 29(a)).

4 b. Persons receiving Protected Material designated HIGHLY
5 CONFIDENTIAL – ATTORNEYS EYES ONLY subject to this Paragraph 15 must
6 not be persons who are (i) directors, officers, or employees of any Party; or
7 (ii) directors, officers, or employees of any competitor of Honest. As used in this
8 Paragraph 15 “competitor of Honest” means any person (including any natural
9 person and individual, firm association, partnership, corporation, joint venture,
10 government entity or other form of legal or business entity, public or private),
11 currently manufacturing or selling a product competing with those Honest products
12 at issue in the operative Complaint in this matter.

13 **16. Third Party Protected Material in Possession of Parties.** In the
14 event that a Party is required, by a valid discovery request, to produce a Third
15 Party’s confidential information in its possession, and the Party is subject to an
16 agreement with the Third Party not to produce the Third Party’s confidential
17 information, then the Party shall: (1) promptly notify in writing the Requesting
18 Party and the Third Party that some or all of the information requested is subject to
19 a confidentiality agreement with a Third Party; (2) promptly provide the Third
20 Party with a copy of the Protective Order, the relevant discovery request(s), and a
21 reasonably specific description of the information requested; and (3) make the
22 information requested available for inspection by the Third Party. If the Third
23 Party fails to object or seek a protective order from this court within fourteen (14)
24 calendar days of receiving the notice and accompanying information, the Receiving
25 Party may produce the Third Party’s confidential information responsive to the
26 discovery request. If the Third Party timely seeks a protective order, the Receiving
27 Party shall not produce any information in its possession or control that is subject to
28 the confidentiality agreement with the Third Party before a determination by the

1 court. Absent a court order to the contrary, either the Party receiving the discovery
2 request or the Third Party shall bear the burden and expense of seeking protection
3 in this Court of its Protected Material.

4 **17. Production by Third Parties.** If documents, things, or information
5 are requested from a Third Party and such Third Party claims that certain of the
6 documents, things, or information requested are confidential or proprietary to such
7 Third Party or contain information that is protected from public disclosure by a
8 person's right to privacy, such Third Party may, if it desires, adopt the benefits and
9 burdens of this Order as it applies to Parties in this case by agreeing to be bound by
10 the terms of this Order. As noted in Paragraph 3, an Interested Party in the
11 confidentiality of the material to be produced or already produced may also give
12 notice that the material is Protected Material covered by this Protective Order.

13 **18. Motion to Disclose Protected Material:** In the event that a Party
14 desires to provide access to specific material designated as either
15 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEY'S EYES
16 ONLY" hereunder to any person or category of persons not included in Paragraphs
17 13 and 14 hereof, that Party shall identify the specific material at issue, meet and
18 confer with the other Party about the same, and, if necessary, move this Court for
19 an order that such person or category of persons may be given access to such
20 documents. The Party asserting confidentiality shall have the burden of
21 establishing the confidentiality of any documents challenged in a motion to
22 disclose. In the event that the motion is granted, such person or category of persons
23 may have access to such documents on whatever conditions or terms the Court shall
24 require.

25 **19. De-designation of Protected Material:** The Parties agree to work
26 together in good faith to resolve disputes over whether material designated as either
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEY'S EYES
28 ONLY" are within the scope of materials to be protected from disclosure by this

1 Protective Order. For purposes of the Action or any other action, no Party concedes
2 that any Protected Material designated by any other person does in fact contain or
3 reflect trade secrets or other confidential proprietary or commercial information. A
4 Party shall not be obligated to challenge the propriety of the designation of
5 Protected Material at the time made, and failure to do so shall not preclude a
6 subsequent challenge. If a Receiving Party seeks removal of protection for
7 particular items designated as Protected Material on the ground that such protection
8 is not warranted under controlling law, the following procedure shall be used:

9 a. The Receiving Party seeking such removal shall give counsel of
10 record for the Designating Party notice thereof, specifying the documents, things, or
11 information for which such removal is sought and the reasons for the request. The
12 Designating Party shall have ten (10) business days after receiving that notification
13 within which to object to the removal of protection afforded by this Order. Any
14 such objection shall be made in writing. Failure to object within the requisite time
15 limit is deemed a waiver of any claim to protection for that specific document,
16 thing, or information under this Protective Order.

17 b. If the Parties, or the Party and Third Party, cannot reach
18 agreement concerning the matter, the dispute shall be resolved in accordance with
19 FED. R. CIV. P. 37, Local Rule 37, and Local rule 79-5 if applicable. The
20 designated material shall continue to be treated in accordance with the original
21 designation until the issue is resolved by Order of this Court or by agreement of the
22 Parties or the Party and Third Party. In addition to service on the opposing Party, a
23 copy of any such motion shall be served on any Third Party who is the Producing
24 Party with respect to the materials at issue and such Third Party Producing Party
25 shall have standing to oppose such motion before the Court.

26 **20. Filing Protected Material Under Seal:** Either Party may request that
27 the Court permit filing of any material designated as "CONFIDENTIAL" or
28 "HIGHLY CONFIDENTIAL – ATTORNEY'S EYES ONLY" pursuant to

1 Paragraph 4 above under seal and that such Protected Material be made available
2 only to the Court and to persons authorized by the terms of this Protective Order.
3 The Party filing any paper that contains, summarizes, or reflects any such
4 designated material shall request that the material be filed under seal pursuant to
5 Local Civil Rule 79-5. ~~If filed under seal, such material shall remain sealed while~~
6 ~~in the office of the Clerk so long as the material retains its status as Protected~~
7 ~~Material and/or until further order of the Court.~~ Where possible, only portions of
8 the filings designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
9 ATTORNEY'S EYES ONLY" or supporting papers so designated shall be filed
10 under seal. In such cases, the filing Party should also file a redacted version of the
11 filing and supporting papers.

12 **21. Use of Protected Material During Pre Trial Hearings and Other**
13 **Proceedings:** Nothing contained in this Protective Order shall be construed to
14 prejudice any Party's right to use before the Court any "CONFIDENTIAL" or
15 "HIGHLY CONFIDENTIAL – ATTORNEY'S EYES ONLY" Protected Material.
16 However, before doing so, the Party intending to use "CONFIDENTIAL" or
17 "HIGHLY CONFIDENTIAL – ATTORNEY'S EYES ONLY" Protected Material
18 shall so inform ~~the Court and~~ the Producing Party. Either the Receiving or
19 Producing Party may apply to the Court for appropriate protection, ^{upon a} ~~including~~
20 ~~clearing the hearing room or courtroom of persons not entitled to receive~~
21 ~~"CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEY'S EYES~~
22 ~~ONLY" Protected Material pursuant to paragraphs 13 and 14.~~

23 **22. Subpoena by Other Courts or Agencies:** If another court or an
24 administrative agency subpoenas or orders production of any Protected Material
25 that a Party has obtained in this Action under the terms of this Protective Order,
26 such Party shall promptly notify the Designating Party of the pendency of such
27 subpoena or order within five (5) calendar days of receiving said subpoena or order.
28 If the Designating Party elects to resist production of the materials, it shall promptly

1 so notify the subpoenaed party and the latter shall cooperate in affording the
2 Designating Party the opportunity to oppose or limit production of the materials.
3 Nothing in this Order restricts or limits a Party's ability to comply with a lawful
4 subpoena or order of a court or administrative agency; nor does this Order relieve a
5 party of its obligation to comply with such a subpoena or order.

6 **23. Modification and Non-Waiver:** Nothing in this Protective Order
7 shall prevent any Party or other person from seeking modification of this Order
8 (either by motion or agreement of the Parties hereto, subject to Court approval),
9 from objecting or seeking further limitations on discovery that it believes to be
10 otherwise improper, or from seeking further or different orders from the Court. In
11 addition, by stipulating to the entry of this Protective Order, no Party waives any
12 right it otherwise would have to object to disclosing or producing any information
13 or item on any ground not addressed in this Protective Order. Similarly, no Party
14 waives any right to object on any ground to use in evidence any of the material
15 covered by this Protective Order.

16 **24. Withholding Privileged Information:** The protection afforded by
17 this Protective Order shall in no way affect a Party's or Third Party's right to
18 withhold documents as (a) privileged under the attorney-client or other privilege,
19 (b) protected by the work product doctrine, or (c) otherwise exempted from
20 discovery under FED. R. CIV. P. 26.

21 **25. Inadvertently Disclosed Privileged Information:** Claims of
22 inadvertent disclosure of privileged documents shall be governed by Fed. R. Civ. P.
23 26(b)(5)(b) and Fed. R. Evidence 502.

24 **26. Use of Protected Material at Trial:** ~~This Protective Order governs~~
25 ~~the confidentiality of designated Protected Material before and after trial.~~ Nothing
26 contained in this Order shall restrict or limit any Party's right to present designated
27 Protected Material to the jury or the Court during a trial in this Action.
28

1 Confidentiality concerns at trial must be separately raised with the Court at the
2 appropriate time.

3 **27. Publicly Available Material:** The restrictions set forth in this
4 Protective Order shall not apply to documents, things, or information that the
5 Parties agree, or that the Court rules: (a) have become public knowledge in a
6 manner *other than* through a violation of this Order; or (b) have been independently
7 obtained by the non-Designating Party, as evidenced by written documentation.

8 **28. Client Consultation:** Nothing in this Protective Order shall prevent or
9 otherwise restrict counsel from rendering advice to their clients in this Action and,
10 in the course thereof, relying generally on examination of designated Protected
11 Materials; provided, however, that in rendering such advice and otherwise
12 communicating with such client, counsel shall not disclose the specific contents of
13 Protected Materials to persons not authorized to receive such material pursuant to
14 the Protective Order.

15 **29. Non-Termination:** The provisions of this Protective Order shall not
16 terminate at the conclusion of this Action.

17 a. Except for materials covered by this Protective Order that have
18 been filed or otherwise are in the Court's possession, within thirty (30) calendar
19 days after final conclusion of all aspects of this Action (including any appeal),
20 unless otherwise agreed to in writing by counsel for the Designating Party, material
21 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
22 ATTORNEY'S EYES ONLY" and all copies of same shall be returned to the Party
23 or person that designated such documents or shall be destroyed from all reasonably
24 accessible locations. All counsel of record shall make certification of compliance
25 herewith, and shall deliver the same to counsel for the Party who produced the
26 documents not more than forty-five (45) calendar days after final termination of this
27 Action (including any appeal).

28

1 b. Notwithstanding this provision, counsel are entitled to retain an
2 archival copy of all pleadings, discovery, motion papers, transcripts, exhibits, legal
3 memoranda, correspondence, and attorney, expert, and consultant work product,
4 even if such materials contain Protected Material. Further, the Parties' Counsel are
5 not required to delete information that resides on their respective firm's electronic
6 back-up systems that are overwritten in the normal course of business. Any such
7 archival copies that contain or constitute Protected Material remain subject to this
8 Protective Order and shall be maintained in a safe and secure manner.

9 **30. Remedies:** The provisions of this Protective Order shall remain in
10 effect after the conclusion of this Action to provide the Court with jurisdiction to
11 enforce its terms. Each person to whom disclosure of any designated Protected
12 Material is made agrees to subject himself to the jurisdiction of the Court in which
13 this Action is pending for the purpose of proceedings relating to the performance
14 under, compliance with, or violation of this Protective Order.

15 a. In the event anyone shall violate, or threaten to violate, any term
16 of this Order, the Parties hereto agree that the aggrieved party may immediately
17 apply to obtain injunctive relief against any such person. Because of the
18 confidential and proprietary nature of the information contemplated to be covered
19 by this Protective Order, legal remedies alone may be inadequate. Therefore,
20 injunctive relief may be an appropriate remedy to prevent any person from using or
21 disclosing confidential information in violation of this Protective Order.

22 b. In the event that a dispute regarding a threatened or actual
23 violation of this Protective Order cannot be resolved after a good faith meeting and
24 conference between the Parties, after which the non-breaching party files a motion
25 or action seeking equitable or legal remedies for a violation of this Protective
26 Order, the Parties agree that the Court may exercise its discretion to award the
27 prevailing party all reasonable costs and expenses related thereto, including
28 reasonable attorneys' fees.

1 **31. Notice:** Notices under this Protective Order shall be provided to the
 2 Parties' respective counsel of record at their addresses of record, unless this
 3 provision is modified by the Parties in writing.

4 **32. Applicability Pending Court Approval:** Until such time as this
 5 Protective Order has been entered by the Court the Parties agree that upon
 6 execution by all of the Parties, it will be treated as though it has been "So Ordered."

7 IT IS SO STIPULATED

8 Dated: May 23, 2016

COOLEY LLP

By: s/ William P. Donovan, Jr.

William P. Donovan, Jr.

Joseph B. Woodring

Darcie A. Tilly

Matthew D. Caplan

Attorneys for Defendant

THE HONEST COMPANY, INC.

13 Dated: May 23, 2016

PHILLIPS, ERLEWINE, GIVEN &

CARLIN LLP

By: s/ Nicholas A. Carlin

Nicholas A. Carlin

Conor H. Kennedy

17 Dated: May 23, 2016

LAW OFFICES OF JON W. BORDERUD

By: s/ Jon W. Borderud

Jon W. Borderud

19 Dated: May 23, 2016

LOCKRIDGE GRINDAL NAUEN P.L.L.P

By: s/ Robert K. Shelquist

Robert K. Shelquist

Rebecca A. Peterson

22 Dated: May 23, 2016

CUNEO GILBERT & LADUCA, LLP

By: s/ Charles J. LaDuca

Charles J. LaDuca

Michael J. Flannery

1 Dated: May 23, 2016

HUDSON MALLANEY SHINDLER &
ANDERSON

By: s/ J. Barton Goplerud

J. Barton Goplerud

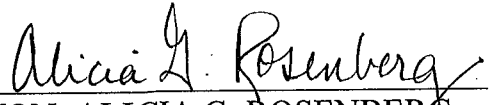
Brian O. Marty

Attorneys for Plaintiffs

[PROPOSED] ORDER

Upon consideration of the Stipulation and Proposed Protective Order submitted by the PARTIES, and good cause appearing therefore, *as modified,*
IT IS HEREBY ORDERED, that the Protective Order is entered as an Order of the Court.

DATED: 5/26/2016


HON. ALICIA G. ROSENBERG
UNITED STATES MAGISTRATE JUDGE

1 EXHIBIT A

2 CONFIDENTIALITY UNDERTAKING

3 1. I, _____, reside at _____.

4 2. My present employer is _____.

5 3. My present occupation or job description is _____.

6 4. (If Applicable) I have been engaged as _____ on behalf of
7 _____ in the preparation and conduct of litigation entitled *Shane*
8 *Michael v. Honest Company Inc.* Action No. 2:15-cv-07059-JAK-AGR
9 *(Consolidated with Rubin v. Honest Company, Inc. Case No. LA CV15-09091 JAK*
10 *(AGRx))* (collectively, the "Action").

11 5. I read the foregoing Protective Order entered in the Action on _____
12 _____.

13 6. I am fully familiar with the Protective Order and agree to be bound by
14 its terms. I understand that I must retain all copies of any documents or information
15 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
16 ATTORNEY'S EYES ONLY" in a secure manner, and that all copies are to remain
17 in my personal custody until I have completed my assigned duties, whereupon the
18 copies and any writings prepared by me containing any "CONFIDENTIAL" or
19 "HIGHLY CONFIDENTIAL – ATTORNEY'S EYES ONLY" information are to
20 be returned to counsel who provided me with such material.

21 7. I will not divulge to persons other than those specifically authorized by
22 the Protective Order, and will not copy or use except solely for the purpose of this
23 Action, any information obtained pursuant to the Protective Order. I also agree to
24 notify any stenographic, clerical, or support personnel who are required to assist me
25 of the terms of the Protective Order.

26 8. I hereby consent to the jurisdiction of the United States District Court
27 for the Central District of California with respect to any proceedings to enforce the
28 terms of the Protective Order and the punishment of violations thereof.

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I state under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on: _____

Signature: _____

Company: _____

Address: _____
